



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, May 7, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the April 30, 2019 meeting.

Acknowledgment of the receipt of the Landfill Supervisor's report for the month of April, 2019.

Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of April, 2019.

Unfinished Business
New Business

The Board will sign a proclamation designating the month of May 2019 as Mental Health Awareness Month.

The Board will open bids for the installation of four rooftop HVAC units on the Logan County Central Services Building.

Consideration of the approval of a contract between Logan County and CenturyLink for two additional Mitel IP480g phone sets and five wall mount brackets to be installed at the Logan County Courthouse/Road and Bridge Department.

Consideration of the approval of a contract between Logan County and Short Elliott Hendrickson, Inc. (SEH) for consulting/professional engineering services for Bridge Replacement Project LOG 93-60.5-243.

Consideration of the approval of Addendum A to the Logan County Purchasing Policy.

Consideration of the approval of the Logan County Grant Application and Administration Policy.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, May 21, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

April 30, 2019

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Dave Conley	Lodging Tax Board
Jerry Casebolt	Emergency Management
Jim Yahn	
Doug Kaufman	
Tim Haylor	
Valene Lickley	
Elyce York	
Sara Waite	Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Commissioner Bauder made a revision; the next business meeting will be scheduled for Tuesday, April 30, 2019 should read May 7, 2019.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 16, 2019 meeting.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with Unfinished Business:

Commissioner Pelton moved to award proposal for the Asphalt Overlay Projects to be done in 2019 to McAtee Construction for the CottonWood Subdivision for \$205,155.00, County Road 22 Overlay for \$564,375.00 and the Proctor Bridge Repair for \$41,250.00 with a total of \$810,780.00. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Commissioner Pelton moved to approve the agreement between Logan County and McAtee Construction DBA Simon Construction for furnishing all of the materials, equipment and labor necessary to perform all work described in the specifications for the 2019 Overlay Program. Commissioner Bauder seconded and the motion carried 3-0.

The Board awarded bids for various items/services for the Logan County Fair:

- Beer Garden, Knights of Columbus \$12,000 + upgrades
- PBR, Kevin Rich – Wild West Cattle Company \$48,500.
- Gate Keepers – Anthony Waldon \$1,900.

- Restroom Cleaning - \$3,400.
- Parking Attendants – Sterling Titans Baseball Team \$2 per car.
- Ticket Sales/Box Office - Caliche After Prom (negotiated bid)
- Ticket Takers – Caliche After Prom \$3,00.
- Superintendent's BBQ – Jimmy L's BBQ \$6.50/plate; Logan County 4-H \$9.00/plate.
- Tractor Pull – Heartland Pulling \$10,395.

Commissioner Bauder moved to table the bid for the Beer Garden to Knights of Columbus for \$12,000 + upgrades until the next meeting. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to award the bid for the PBR to Kevin Rich with Wild West Cattle Company for \$48,500. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the bid for Gate Keepers to Anthony Waldon for \$1,900.00. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to award the bid for Restroom cleaning to Anthony Waldon for \$3,400. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the bid for the Parking Attendants to Sterling Titans Baseball team at \$2 per car. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to table the bid for Ticket Sales/Box Office for further negotiation. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the bid for Ticket Takers to Caliche After Prom for \$3,000.00. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to award the bid for the Superintendent's BBQ to Logan County 4-H for \$9.00/plate. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the Tractor Pull to Heartland Pulling for \$10,395.00. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board Project for Ambassador Feature Film Production in the amount of \$6,700.00. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Project Agreement between Logan County and Buffalo RE-4J School District for grant administration of a Great Outdoors Colorado (GOCO) grant for construction of a Track & Field Facility located on property owned by the Buffalo RE-4J School District at Merino Schools, 315 Lee Street, Merino, Colorado and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2019-21 and an application for approving the final plat for the Thompson Minor Subdivision located in the SW1/4 of Section 30, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve 2019-22 and an application granting the renewal and amendment of Special Use Permit#189 issued to Lardyn Consulting, LLC, for the operation of a 5,000 head cattle feed lot located in the N1/2 of Section 19, Township 9 North, Range 52 West of the Sixth Principle Meridian, in Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

- Valene Lickley answered questions for the Board.

Commissioner Bauder moved to approve a proposal from Blazen Illuminations in the amount of \$14,250 (labor) and \$12,950 (materials) for repair of the exterior lighting system on the Logan County Courthouse. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the proposal for replacement of balancing valve cartridges (\$15,200) and "Y" strainers (\$5,045) on the Logan County Courthouse from Diller Mechanical Services, LLC and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, May 7, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:54 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: May 7, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR APRIL 2019		TONS	PRICE	CHARGES
City of Sterling (Packers)	SF	538.94	@ \$1.17	\$630.56
City of Sterling (Dump Trucks)	CL	5.06	@ \$20.00	\$101.20
City of Sterling Clean-up	SFCC	286.95	@ \$1.17	\$335.73
Commercial (Packers & Roll Offs)	C	1,108.20	@ \$21.00	\$23,272.20
Out of County	OC	83.47	@ \$42.00	\$3,505.74
Industrial Petroleum Contaminated Soil	IDPCS		@ \$42.00	\$0.00
Industrial Waste	All other ID		@ \$42.00	\$0.00
General Public		375.33	@ \$21.00	\$7,881.93
Area Town Clean-ups	CPC	18.39	@ \$1.17	\$21.52
>5 TONS ON FREE CERTIFICATES	XTON	32.55	@ \$21.00	\$683.55
Rural Free Certificate Days	NC	156.93	NC	
ALL COUNTY VEHICLES	NCC	37.58	NC	
TOTAL TONS		2643.40		
\$10.00 MINIMUM DIFFERENTIAL				\$510.42
E-Waste Recycling		15 ITEMS		\$76.00
E-Waste Recycling	NC		NC	\$0.00
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		79	@ \$5.00	\$395.00
Truck Tires (CHG)			@ \$8.00	\$0.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		25	@ \$12.00	\$300.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews (ARV)			@ \$189.00	\$0.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
CASH				\$8,031.86
CHARGE				\$29,716.99
TOTAL				\$37,748.85
TOTAL # OF VEHICLES		923		

SIGNED BY: Pam Jondig
DATE: May 1, 2019

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

<i>April 2019</i>	TONS	CPC (CLOSURE)
CASH	492.65	615.23
CHARGE	1319.79	1302.02
CITY OF STERLING	830.95	NA
TOTAL	2643.38	\$1,917.25
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)		NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES		NA
RECYCLED WOOD		NA
GRAND TOTAL TNS	2643.38	

SIGNED BY: *Pam Jerdig*
 DATE: *5-1-2019*



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of April 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	148	21-4142 & 21-4142a	02/02
Office Visits	32	MILITARY RECORDS/CORRECTIONS	
Home Visits	12	SF180	- 0 -
Outreach Visits	04	DD149	- 0 -
Community Events	03	DD293	- 0 -
Request for Medal	- 0 -	NA13075	- 0 -
Operation Recognition	- 0 -	Other	- 0 -
Correspondence Rec'd /email	06/73	NSC PENSION	
Correspondence Written /email	14/50	21-527EZ	- 0 -
Info/Referral/Inquiries	07	21-8416	- 0 -
VCAA Notice	- 0 -	WIDOWS PENSION	
State Benefits	- 0 -	21-534EZ	03
Income Verifications	- 0 -	21-8416	- 0 -
NEW CLAIMS INITIATED		DIC	
21-22 CVA <u>Janesville/Denver</u>	05/03	21-5234EZ	- 0 -
21-22 others	06	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	- 0 -
21-526EZ	01	APPEALS	
21-0966 Informal	05	21-0985 NOD	01
21-4138	04	VA Form 9	- 0 -
21-526EZ Reinstate	- 0 -	20-0995	- 0 -
21-526EZ IU	- 0 -	20-0996	- 0 -
21-8940 IU	- 0 -	10182	- 0 -

SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	01	29-357	- 0 -
21-4138 SMC	- 0 -	29-4364	- 0 -
21-686c Dependency	- 0 -	29-336 Beneficiary	- 0 -
21-674 School Attendance	- 0 -	29-4125 Lump Sum	- 0 -
VA HEALTHCARE		VTF REQUESTS	
10-10EZ	- 0 -	Rental Assistance	01
CHAMPVA	- 0 -	Utilities Assistance	01
HOMELESS VETERANS CLAIMS		Prescription Assistance	- 0 -
Service Connection	- 0 -	Food Assistance	01
NSC Pension	- 0 -	Transportation Assistance	- 0 -
VOC REHAB		Clothing Assistance	- 0 -
28-1900 CH31	- 0 -	Other	- 0 -
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	- 0 -	26-1800	- 0 -
21-4502 Adaptive Equip.	- 0 -	26-1817	- 0 -
26-4555 Housing	- 0 -	SURVEYS	
10-0103 HISA Grant	- 0 -	County VSO Feedback and Comment Forms Submitted:	03
CRSC	- 0 -	OTHER	
BURIAL ALLOWANCE		21-22	06
21P-530	- 0 -	21-2680	01
40-1330	01	21P-0969	03
21-2008	- 0 -	21P-0847	02
INCARCERATED VETERANS		*calls from veterans	68
21-526EZ Reinstatement	- 0 -	calls to veterans	45
21-4138 Apportionment	- 0 -	professional (veterans)	35

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of April, 2019 from Logan county.

Salary	\$ <u>980.57</u>
Expenses <u>Maint. Contract</u>	\$ <u>10.01</u>
Office Space	\$ <u>125.00</u>
Telephone	\$ <u>84.36</u>
Office Supplies	\$ <u>6.71</u>
Travel	\$ <u>—0—</u>
Training Conference	\$ <u>250.00</u>
Other <u>Postage</u>	\$ <u>7.45</u>
TOTAL	\$ <u>1,464.10</u>


Signature of County Veterans Service Officer

05/01/2019
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month.

Mail to:
Colorado Division of Veterans Affairs
Attention: Director
1355 South Colorado Blvd.
Building C, Suite 113
Denver, Colorado 80222

Proclamation



MENTAL HEALTH AWARENESS MONTH

- WHEREAS,** mental health is essential to everyone's overall physical health and emotional well-being; and
- WHEREAS,** mental illness will strike one in five adults in a given year regardless of age, gender, race, ethnicity, religion or economic status; and
- WHEREAS,** people who have mental illness can recover and lead full, productive lives; and
- WHEREAS,** an estimated two-thirds of adults and young people who have mental health disorders are not receiving the help they need; and
- WHEREAS,** the cost of untreated and mistreated mental illnesses and addictive disorders to businesses, governments and families grows annually; and
- WHEREAS,** the National Mental Health Association and its national partners observe Mental Health Month every May to raise awareness and understanding of mental health and illness.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Logan County Commissioners proclaims May 2019 as **Mental Health Awareness Month** in Logan County, Colorado in order to increase public awareness of mental illness and to promote greater understanding for those who suffer from these disorders.

DONE THIS 7TH DAY OF MAY, 2019.

Board of County Commissioners
Logan County, Colorado

Joseph A. McBride, Chair

Jane E. Bauder

Byron H. Pelton



REQUEST FOR BIDS

Furnish and install four (4) rooftop units on Logan County Central Services Building, 508 S. 10th Avenue, Sterling including wiring, gas pipe, duct work, sealers, curbs and labor.

- 1 - Daikin DCG1202130VXXX with outside fresh air vent, hail guards, and filter racks.
 - 1 - Daikin DP14GM3608043 with outside fresh air vent, hail guards, and filter racks.
 - 1 - Daikin DP14GM4808043 with outside fresh air vent, hail guards, and filter racks.
 - 1 - Daikin DCG0902103VXXX with outside fresh air vent, hail guards, and filter racks.
- County will furnish crane rental for one day for work to be completed.

Sealed bids marked "Rooftop HVAC Units" will be accepted at the office of the Logan County Commissioners, 315 Main Street, Sterling, Colorado until 5:00 p.m., May 6, 2019. Bids received after this time will not be considered. Bids will be opened on May 7, 2019 at 9:30 a.m.

The Board of County Commissioners reserves the right to reject any or all bids and to accept the bid deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO



CenturyLink®
Business

Customer: Logan County CO
Quote #: 56474090
Project Name: Additional Licenses and Brackets
Created On: 4/24/2019
Expiration Date: 5/24/2019
Account Manager: Roderick Newson
Sales Engineer: Jim Schmidt
Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
60152	Wall Mount Kit for IP Phone IP480 - 480g - 485g (US Only)	\$ 20.00	5	\$ 100.00	
30145	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client capability.(US Only)	\$ 71.28	2	\$ 142.56	
10577	Mitel IP Phone IP480g - Requires ST 14 or later. Replacement for SKU 10497 (US Only).	\$ 265.68	2	\$ 531.36	
Support					
CUM-QSTD-94131	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--STD-COVERAGE--(CCU ITEM REQUIRED FOR FOTS) PARTNER SUPPORT (3 YEAR, NO PHONES) SG-1 ZN-5	\$ 27.89	1	\$ 27.89	35
CCU-QSTD-94131	CTL-MGD--ONSITE-FOTS--UNASSIGNED-SPARES--STD-COVERAGE--(CUM ITEM REQUIRED FOR SPARES--STD-COVERAGE) PARTNER SUPPORT (3 YEAR, NO PHONES) SG-2 ZN-6	\$ 20.80	1	\$ 20.80	35
Implementation					
QINTR-SHORETEL	Integration	\$ 103.00	1	\$ 103.00	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 14.54	1	\$ 14.54	
Materials Total				\$773.92	
Support Services Total				\$48.69	
Implementation Total				\$103.00	
Shipping and Handling Total				\$14.54	
Grand Total Price to Customer				\$940.15	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____





Customer Notes / Project Description

CenturyLink will install and configure two (2) IP480 phones and user licenses.

- The assumption is that all wire is in place to support all IP phones. Any additional wire to support phones or hardware to support the MDF, to include extending the Dmark and tone & tagging of wires to identify locations will be T&M. If you are unsure of site readiness please request a site survey to verify.



Project Description

CenturyLink will install and configure two (2) IP480 phones and user licenses.

- The assumption is that all wire is in place to support all IP phones. Any additional wire to support phones or hardware to support the MDF, to include extending the Dmark and tone & tagging of wires to identify locations will be T&M. If you are unsure of site readiness please request a site survey to verify.

CenturyLink Responsibility:

1. In conjunction with the customer, gather existing data and voice infrastructure information via the Site survey process. (Where applicable)
 - a. Site addresses
 - b. Physical and logical network topology (LAN, WAN, WLAN, PSTN) configurations
 - c. Quality of Service, VLANs, Security, etc.
 - d. Existing fault tolerance and redundancy
 - e. Identify existing legacy platforms
 - f. Identify applicable 3rd party application requirements.
 - g. Collect & review floor plans received from customer.
2. Document all network/applications risks/gaps, and ensure that the customer is made aware of risks/gaps.
3. Provide a single point of contact ("CenturyLink Project Coordinator") for all issues relating to the implementation services.
4. All final project documentation has been given to the customer contact. This includes, but not limited to final system layout, network drawings, service numbers, CenturyLink contact information, training rosters, IP addresses, and server configurations.
5. Provide customer with CenturyLink's specifications relating to the environmental requirements of the site (including but not limited to power supplies, air conditioning, and physical location, temperature, electrical, humidity, air filtering).
6. All equipment and applications as defined in this scope of work and the sales contract are working per vendor and industry standards. This also includes any additions or deletions for Job Change Order (JCO) activity.

Customer Responsibility:

1. Provide an adequate environment (room, power, light & temperature) for equipment per CenturyLink / Manufacturer's specifications. (See attachments)
2. Supply the workplace policies and environmental conditions in effect at the customer site(s).

3. Determine and allocate a safe, secure, and appropriate environment for storing the received equipment until onsite implementation and deployment.
4. Provide accurate cable and equipment records. Defective, non-standard or improperly installed cabling will not be used. Any corrective work (by CenturyLink) required to make the solution function properly will be billed on a time and material basis to the customer.
5. Provide location and WLAN access and information to CenturyLink in order for CenturyLink to assess WLAN environment relative to the proposed solution and associated applications.
6. Satisfactorily address WLAN assessment findings prior to implementation and sign off that the WLAN environment is acceptable.
7. Provide current protocol addressing scheme and current network diagram if applicable.
8. Gather and provide to CenturyLink all necessary and applicable network documentation, network access and information required for CenturyLink to provide a network, application and operational readiness analysis.
9. When requested by CenturyLink, provide current customer site building layouts, including the floor plans, location of cables, cable records and power sources.
10. Provide information and documentation required by CenturyLink within the specified timeframe agreed upon by CenturyLink and customer.
11. Provide a safe working environment.
12. Provide working hour access to customer owned facilities
13. Any Telco demarcation extension; unless documented in this Scope of Work.
14. Notify CenturyLink of any hardware and/or software upgrades or any other scheduled implementation activities within the customer's network at least ten (10) business days prior to and during the scheduled installation.
15. Suspend customer moves, adds, and changes (5) working days prior to installation date.
16. Provide remote access to equipment via either VPN or dial-up line.
17. Designate a single point of contact to whom all CenturyLink communications may be addressed and who has authority to act on all aspects of the services for approval of all Job Change Orders/Notices. Designate a backup when the customer contact is not available who has the authority to act on all aspects of the services in the absence of the primary contact.
18. Designate a facilities resource to expedite access to areas deemed secure.
19. With CenturyLink, review system requirements relative to bill of materials, scope of work, project implementation plan, and business and technical objectives.
20. Satisfactorily address identified network, application and operational readiness risks or gaps as identified by the CenturyLink team. Failure to address issues by date specified may result in project delay and additional time and materials billing.
21. Participate in implementation plan review and ensure customer assigned responsibilities are assigned and prioritized with the appropriate resources.
22. Identify internal resources to participate in system acceptance testing when necessary.
23. Sign off on test plan and acceptance criteria
24. Collaborate with CenturyLink to develop staff training plan. Sign off that the Staff training plan is acceptable; deviations will result in additional billing on a time and material basis. Insure all personnel attend training as outlined in the training plan.
25. Customer is responsible for all returns to their current leasing companies
26. Racking and stacking of equipment.
27. Installation of UPS system
28. Operation and maintenance of any and all equipment, not specified in an CenturyLink maintenance agreement, will be the customer's responsibility.

Change Management Policy:

Changes to the scope or deliverables of this project will not be made without review and written approval by CenturyLink. All changes to scope or price will only be accepted through a change order. Requests for such changes may be initiated by the customer or CenturyLink.

Change Management Procedures

A change order must be documented by the requesting party, including the following:

- Description of the change

- Reason for the change

- Anticipated effect the change will have on the scope of work, resources and delivery schedule.

The designated Project Coordinator, Sr. Project Coordinator or Program Manager of the requesting party will review the proposed change with his/her counterpart(s). All parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them.

Upon execution, the approved Change Order will be incorporated into, and made a part of, this Statement of Work and any previously approved pertinent Change Orders. Project Coordinator is responsible for documenting any such changes.

Change Management Precedence

Whenever there is a conflict between the terms and conditions set forth in an approved Change Order and the original scope of work represented by this Statement of Work and other previously incorporated Change Orders, the terms and conditions of the most recently approved Change Order will prevail.

Restocking Fee

Order Cancellation or Return of Equipment. In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.

Pre-Delivery. If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater

Post-Delivery. If Customer breaches this SoW after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.

Drop Ship. Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").

CenturyLink Scope of Work Acceptance:

Customer agrees to all information and requirements within this Scope of Work.

CenturyLink Implementation Approval: _____

Date: _____

Customer Acceptance: _____

Date: _____

** BSM to retain copy for records



Logan County
CONTRACT FOR CONSULTING/PROFESSIONALSERVICES
Bridge Replacement LOG93-60.5-243
RFP/Bid No 243
Federal Aid BRO C130-014 (22628)

This Contract is made as of May 7, 2019, 2019 by and between Logan County, Colorado, hereinafter referred to as the COUNTY, and Short Elliott Hendrickson Inc. (SEH), hereinafter referred to as the CONSULTANT, authorized to do business in the State of Colorado, whose address is 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, Colorado 80222-7938.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of engineering services for the replacement of Logan County Bridge LOG93-60.5-243 over the South Platte River. More specifically, the scopes of services are attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the COUNTY to act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 – SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services within 12 months from the date on the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The COUNTY shall pay to the CONSULTANT for services satisfactorily performed, on a fixed fee basis not to exceed \$385,371.00, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the COUNTY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the COUNTY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The COUNTY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Accounts not paid within 90 days of the date of the invoice are subject to a 2% monthly finance charge.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered through the date of termination. Additionally the CONSULTANT shall be paid, as agreed to by the COUNTY, for any work required to package and transfer work product to the COUNTY. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all services and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

The CONSULTANT shall be paid for services actually rendered to the date of termination and any services, approved by the COUNTY, to package and transfer work product to the COUNTY.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its

supervision, and all personnel engaged in performing the services shall be qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The COUNTY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

ARTICLE 8 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's

Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the COUNTY pursuant to this Contract.

ARTICLE 9 - CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the COUNTY against third party claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT in the performance of services under this Contract. Such duty to indemnify and save harmless the COUNTY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs and expenses, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the COUNTY's own negligence.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Non binding mediation is a condition precedent to a lawsuit. Any and all legal action necessary to enforce the Contract will be held in Logan County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, each party shall be responsible for its own costs including attorney fees.

ARTICLE 13 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to not modify the opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/ her option, enter into said association, of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and confidential data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an independent CONSULTANT and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT affirms that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five

(5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 22 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, each party will pay their individual attorneys fees, court costs, and all expenses, including taxes, (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain required licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the COUNTY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the COUNTY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the COUNTY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 29 – ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Jeff Reeves, Road & Bridge Manager
12603 CR 33, Sterling, CO 80751
Phone: 970-522-3426
Email: reevesj@logancountyco.gov

and if sent to the CONSULTANT shall be mailed to:

Steve Kaye, Project Manager
2000 S. Colorado Blvd, Colorado Center Tower One, Denver, CO 806
Phone: 720-540-6847
Email: skaye@sehinc.com

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

CONSULTANT:

By:



Date: May 2, 2019

Printed Name: Paul Wells

Title: Principal

LOGAN COUNTY:

Attest:

Logan County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By:

Depty Clerk to the Board

,Chair to the Board

APPROVED AS TO FUNDING:

Controller

APPROVED AS TO FORM:

County



Building a Better World
for All of Us®

April 15, 2019

Mr. Jeff Reeves
Logan County
Road and Bridge Manager

RE: Engineering Services for the replacement of Logan County Bridge LOG93-60.5-243 over the South Platte River

Mr. Reeves:

Short Elliott Hendrickson Inc. (SEH) appreciates the opportunity to provide a proposal for professional services to the Logan County Road and Bridge Department for the replacement of Bridge LOG93-60.5-243. There is currently a temporary shoofly which was installed after the original bridge was removed after damage caused by high river flow. The replacement bridge is proposed to replace the previously removed bridge, with a similar alignment, which carried Logan County Road 93 over the northern most tributary of the South Platte River. The project will be federally funded and must go through the required CDOT design process.

Scope of Services:

It is our understanding that SEH will be acting as a Local Agency (LA) representative for Logan County during design and assigned the duties to administrate the CDOT process. Our scope of professional services for bridge replacement design includes the following tasks:

1. Project Management and Administration
2. Data Collection
3. Preliminary Design (Through FIR)
4. Final Design (Through FOR)
5. Environmental Permitting
6. ROW Acquisition Services
7. Final Project Documents
8. Engineering Services After Design

A detailed description of each of task is provided below.

1. Project Management and Administration
 - a. Project Meetings – We assume SEH attendance at the following meetings. Design Scope Review (DSR), bi-monthly Logan County update meetings, 3 administrative or review meetings with CDOT, H&H review meeting with CDOT, FIR meeting, FOR Meeting, 2 other miscellaneous meetings. This task will include agendas and minutes for all

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938
SEH is 100% employee-owned | sehinc.com | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

- meetings. We assume a total of 15 meetings which will be split between Logan County's Road and Bridge office and CDOT R4 office.
- b. Project Coordination and Communication – SEH will perform project management tasks including general coordination and correspondence, agency correspondence, subconsultant contracting and management.
 - c. Project invoicing, progress reports, financial tracking and budget management.
2. Data Collection
 - a. Design Criteria Memorandum – Determine design criteria for project and summarize in deliverable memorandum.
 - b. Topographic Survey – SEH surveyors will provide a topographic survey and perform additional cross section and roadway crossing survey to support hydraulic modeling and floodplain permitting.
 - c. Existing ROW Mapping – SEH surveyors will research ROW boundaries and include delineation in base maps.
 - d. Subsurface Utility Engineering (SUE) – Performed by Utility Mapping Services, Inc. (UMS) in accordance with State of Colorado Senate Bill 18-167 and ASCE /CI 38-02. A detailed SUE proposal is included in Exhibit A.
 - e. Geotechnical Investigation and Report – Performed by Geocal, Inc. (Geocal) and will include soil borings at the anticipated foundation locations. A geotechnical report will be created summarizing investigation and recommendations for bridge foundation design. A detailed geotechnical services proposal is included in Exhibit B.
 3. Preliminary Design (Through FIR/30% Design)
 - a. Engineering – Preliminary Roadway, Bridge, and Hydrologic and Hydraulic (H&H) Design required to create FIR documents.
 - b. Reports – Structure Selection Report (SSR) and Preliminary Drainage Report in accordance with CDOT requirements.
 - c. FIR Submittal – Plans and Engineer's Estimate of Probable Construction Cost.
 4. Final Design (Through FOR/90% Design)
 - a. Engineering - Final Bridge, Roadway and H&H Design (with Final Drainage Report) required to create FOR documents.
 - b. County/FEMA Floodplain Permitting – SEH will perform the H&H analyses required to obtain a County Floodplain Permit and achieve FEMA approval.
 - c. ROW acquisition support – SEH will determine if easements or ROW acquisition are required for the project and prepare exhibits and legal descriptions to be used in securing any required easements or ROW acquisition. For this proposal we assume that up to 3 parcels may require easements or ROW acquisition.
 - d. FOR Submittal – Plans, specifications, and Engineer's Estimate of Probable Construction Cost.
 5. Environmental Permitting – Performed by Tiglas Ecological Services (Tiglas). Our scope includes all of the environmental permitting required to clear the project for advertisement in accordance with CDOT procedures and CDOT Form 128. We assume the project will fall under a Categorical Exclusion under the NEPA process. A detailed permitting services proposal is included in Exhibit C.
 6. ROW Acquisition Services – Performed by Western States Land Service (Western). A detailed ROW acquisition services proposal is included in Exhibit D.
 7. Final Project Documents
 - a. Respond to/resolve all review County and CDOT review comments
 - b. Bid Documents – Plans, Specifications and Engineer's estimate of probable cost

- b. Bid Documents – Plans, Specifications and Engineer’s estimate of probable cost
- c. Final CDOT documentation to clear the project includes:
 - i. Independent Design Review (Performed by Centennial Engineering, Inc.)
 - ii. CDOT major structure package (load rating, independent design calculations, quantity calculations, final detail letter)
- 8. Engineering Services After Design
 - a. Construction contract documents
 - b. Pre-construction administration (includes holding pre-construction meeting and answering requests for information during advertisement)
 - c. Attending monthly progress meetings during construction
 - d. Response to construction requests for information (Assume 20 RFIs)
 - e. Shop Drawing Submittal Reviews (Assume 10 submittals)
 - f. Precast Concrete Girder Production Inspection (Casting observation, material testing, reporting documentation)
 - g. Construction conformance letter

Deliverables:

SEH will submit to the County

- 1. Geotechnical Report
- 2. Drainage (H&H) Report
- 3. Structural Selection Report (SSR)
- 4. FIR documents including plans and engineer’s estimate of probable cost
- 5. FOR documents including plans, specifications, and engineer’s estimate of probable cost
- 6. ROW plans in accordance with CDOT requirements.
- 7. Environmental permitting documentation required for CDOT environmental clearance
- 8. Bid documents including plans, specifications and engineer’s estimate of probable cost for project advertisement.
- 9. Final project documentation in accordance with CDOT requirements.
- 10. Construction advertisement package
- 11. Response to RFIs during bidding and construction
- 12. Reviews of construction submittals
- 13. Precast concrete girder fabrication inspection report

The County will review each submittal and provide comments that will be incorporated into each subsequent submittal. SEH will prepare each submittal to be in accordance with County and CDOT standards and requirements.

Engineering Services Fee:

SEH’s professional services fee for the services related to the project and described in this proposal is **\$385,371** including labor, subconsultants and other direct costs. A breakdown of this fee is provided in the Exhibit E.

Not included in the fee estimate are services related to environmental permitting tasks for an Individual Permit (IP) from the US Army Corp of Engineers and on-site wetland mitigation. The need for these items is based on the acreage of wetlands impacted by the project, which is unknown at this time. If these items are needed the approximate design costs for them are **\$4,500** for an IP and up to **\$40,000** for on-site wetland mitigation. The need for these items will be determined after on-site wetland delineation is performed and wetland impacts are calculated. We will not proceed with these items until approved by Logan County.

Additional Services:

We will furnish such Additional Services as you may request. Payment for additional services shall be based on the time required to perform the services and the billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment. SEH would be happy to provide additional services once authorized by the County.

Assumptions/Exclusions:

If an item is not specifically included in this scope, it is specifically excluded. Services specifically excluded from this scope include, but are not limited to:

1. Additional meetings, beyond the 15 meetings mentioned above.
2. Utility design, as no utilities are believed to be impacted by the project.
3. Construction observation, administration or resident project representative (RPR) services. (SEH can provide these services and can change order tasks required prior to construction award. Cost of services to be determined at that time)

Schedule:

We will start our services after receipt of your authorization and will provide a detailed schedule at the Design Scoping Review (DSR) Meeting. This project schedule is subject to all other stakeholders meeting their respective deadlines. The anticipated schedule does not account for delays that are beyond our control, which may require a schedule extension.

SEH appreciates the opportunity to present this proposal to Logan County. If you have any questions about any part of this proposal please contact Steve Kaye; email: skaye@sehinc.com or phone: 720-540-6847.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Paul Wells, PE
Principal



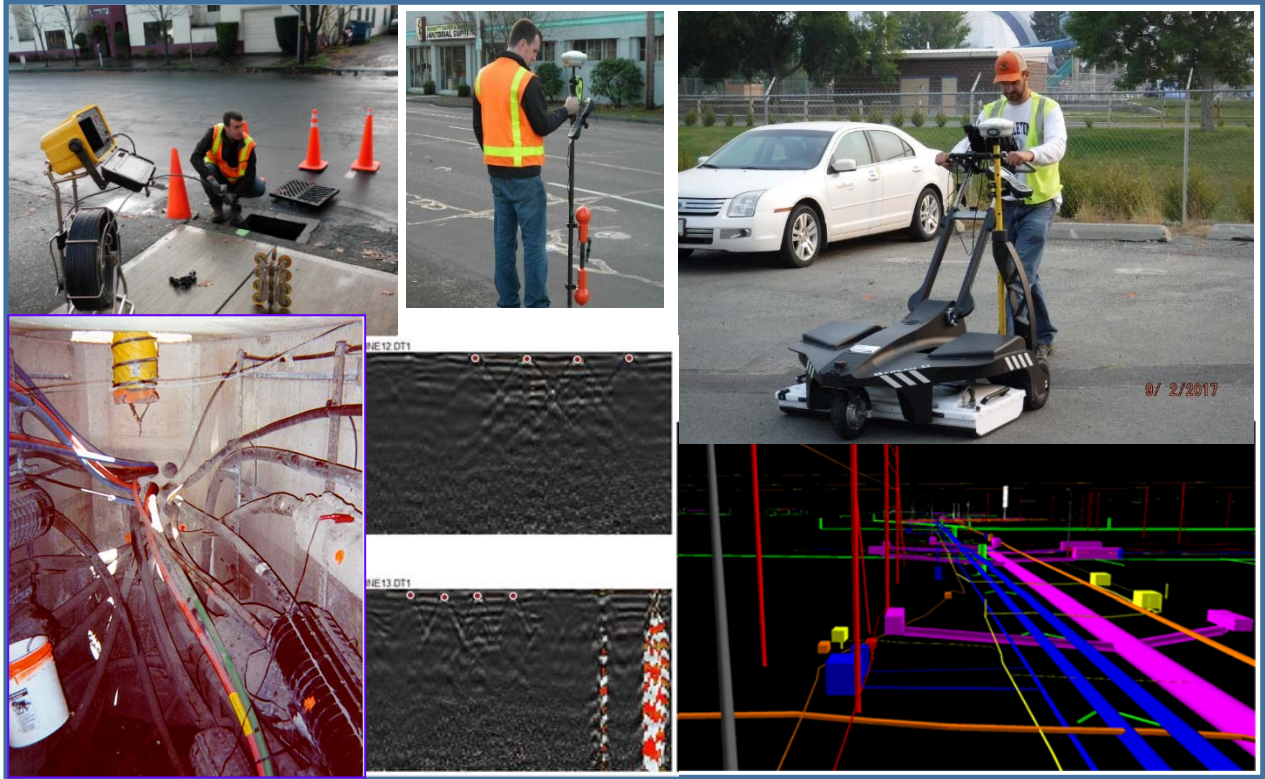
Steve Kaye, PE
Project Manager

t:\dsc\communications\structural\1-submittals\2014\weld county 26_25a bridge replacement\scope and fee\scope and fee letter.docx

**Accepted by: Project Manager
Logan County Road and Bridge Department**

By: _____ Date: _____
Authorized Client Signature

Exhibit A



March 1st, 2019

DETAILED WORK PLAN FOR UTILITY ENGINEERING
Visual Inspection and Passive EM Sweep
Logan County Bridge

Submitted to:



SEH, Inc.

2000 South Colorado Blvd, Suite 6000
Denver, Colorado 80222
p. 720.460.4736

Submitted by:

Utility Mapping Services, Inc.

www.umsi.us



15065 W. 44th Ave.
Golden, CO 80403
p. 720.230.0780

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DETAILED WORK PLAN

Visual Inspection and Passive EM Sweep

Logan County Bridge

Executive Summary

Utility Mapping Services (UMS) scope of work is to perform a utility engineering (UE, a.k.a. subsurface utility engineering or SUE) investigation as a sub-consultant for SEH, Inc. (a.k.a. "Client") which is the prime consultant under contract with Logan County (a.k.a. "Owner"). A utility investigation will be executed in accordance with ASCE standards to designate and depict existing infrastructure for integration within the conflict analytic process and design.

Section 1 - Statement of Scope of Work

Based on preliminary research completed by the Client, there are no recorded utilities within the project limits. So for this effort, UMS crews will provide a site inspection, along with a passive EM sweep, to try and identify any unknown or undocumented utilities. This work will be performed in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02). Should any apparent utilities be identified, UMS will complete the following:

- Phase 1: 2D QL B data acquisition (using electromagnetic (EM), acoustic, and other geophysical technologies), characterization, and depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.

Although **not** currently included in the work scope or corresponding cost estimate, the Client may elect to have UMS adapt the work product to include:

- Phase 2 Locating including Spar 3-D mapping, ground penetrating radar (GPR), Test Holes (a.k.a. potholes), etc.
- CADD 3D model of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering.

**Note: QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.*

***Note: GEOfeature™ is a 3-D digital utility data repository designed to manage existing and new infrastructure as-built data in accordance with the new ASCE "As-Built" standard. The repository includes a tablet and Web-GIS application for in-the-field utility data acquisition and viewing.*

Phase 1 Designating

Although Phase 1 utility designating of buried infrastructure will have goal of QL B (i.e., position is determined via a combination of geophysical, survey and engineering methods) some facilities such as non-conductive water, storm drainage and sanitary sewer pipes, are pragmatically designated to a mixture of QL C (i.e., based on surveyed surface features and record data), B, and A (i.e., exposed survey grade observations such as possible at manholes) during the Phase 1 field effort. Likewise, some non-conductive pressurized piping lacking tracer wire, along with sanitary services, may be designated to QL D (i.e., based on evidence consisting of available record information and/or verbal accounts) during the Phase 1 effort. Data quality is improved as and where required during subsequent project utility engineering phases.

All work is intended to incorporate and stem from previous efforts performed by the Owner, Client and their consultants, and will be performed in compliance with applicable project design standards, procedures, and accepted engineering principles. Information contained within this SOW and corresponding labor and cost estimate is based on: project standards and deliverables; Federal Highway Administration (FHWA) *Avoiding Utility Relocations* (DTFH61-01-C-00024); FHWA guidelines for SUE; the American Society of Civil Engineers (ASCE) *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data* (ASCE/CI 38-02); and the ASCE/CI framework for the new *Standard for Recording and Exchanging Utility Infrastructure Data* (draft).

Section 2 - Project Limits

The project limits include visual inspection and passive EM sweep for possible existing utilities at the bridge located at Latitude (40.873790°) and Longitude (-102.690272°) along highway 93 in Logan County, Colorado. The project area will include 400-feet to the north and south from the approximate center of the bridge location, and 150-feet to the east and west from the bridge location. The original bridge no longer exists, and a shoofly has been temporarily installed. Field crews will also inspect the temporary bridge for hanging utilities. The project limit measurements will be based on aerial imagery depicting the original bridge location. The project area can be seen in Figure 1 below.

Table 1 presents the utility owners based on One Call Tickets for the project area.

As of the submittal date on this scope of work both utility companies shown in Table 1 reported that they had no facilities within the described project area. UMS is assuming that no additional utility companies have facilities within the project limits based on the one-call engineering ticket and initial records requests.

Figure 1. Overall Project Area



Table 1. Utility Owners Based on One Call for the Project Areas.

Owner	Utility	Estimated Lineal Footage
*Haxtun Telephone	Telecommunications	0
Highline Electric Association	Electric	0
	Total	0

*Provided a verbal description of their facilities near the project area.

Section 3 - Project Deliverables

Utility Engineering deliverables include digital and hardcopy submittals of the following:

- A letter summarizing this investigation with highlights of unusual findings.
- Should the field crew detect any apparent utilities or linear EM anomalies, the locations will be surveyed and added to a CADD reference file.

Section 4 - Project Assumptions

Phase 1 Assumptions:

- UMS utility research will stem from previous records investigation work performed by the Client. Reasonable efforts will be made to obtain supplemental utility records to produce the deliverables within the project schedule.
- All survey control information will be provided to UMS **prior** to UMS field crews arriving on-site.
- All field work will be completed while the project corridor is clear of snow and ice.
- Labor to complete line of sight surveying is currently not included within this scope of work. UMS assumes RTK GPS survey operations will be sufficient to map all utilities.
- Sufficient project survey control exists along the project corridor for RTK GPS survey operations; consequently, **labor for establishing survey control is currently not included** within this scope of work and the associated cost estimate.
- UMS assumes no traffic control measures will be required for this field effort.
- **Vacuum excavated test holes are not included in the scope of work.**
- **Confined space entry will not be required** for this effort.
- UMS assumes Phase 1 work will be completed during regular working hours (8:00 AM to 5:00 PM) and without start/stop time restrictions.
- Field crews will use paint to mark out any EM anomaly alignments.

Client and / or Owner will:

- **Obtain all necessary right-of-entries, security clearances, etc. (including private land access) to allow UMS field personnel to work outside the roadway right-of-way.**
- Provide information showing the project limits, alignment, profile, survey control points, benchmark data, coordinate data, relevant design and topographic CADD files, aerial photographs, and any other applicable information. This information will be provided **prior** to the field crew arriving on-site.
- Provide any record or relevant survey or LIDAR information previously obtained by others.
- Assist UMS as necessary with obtaining permissions for access to private utility facilities.

UMS will perform the following coordination activities:

- Work closely with the Client and Owner to facilitate the orderly progress and timely completion of the approved tasks.
- Coordinate the work effort with the Client to discuss progress and resolve problems.

- Upon request provide the Client copies of logs and/or correspondence that document work-related communications between utility owners, outside agencies, and/or private landowners.
- Coordinate operations with private and public utility infrastructure owners.
- Obtain required One Call (Call 811) tickets.
- Provide all necessary equipment, supplies, and support personnel to secure data outlined in this section.

Associated labor and costs may increase if actual conditions deviate significantly from those assumed for this estimate. UMS will work with the Client in good faith to complete operations in a timely manner and will negotiate new pricing if conditions encountered significantly deviate from those assumed.

The results of the field effort will be pertinent at the time in which field investigation operations are completed and are subject to change. Subsequent SUE investigations may be necessary to account for any new or changed utility installations

Section 5 - Project Coordination

The UMS project management team will consist of:

- Project Engineer, Cameron Greer, cgreer@umsi.us, 801.910.5366
- Area Manager, Jon Eckhoff, jeckhoff@umsi.us, 720.230.0780
- Senior Utility Coordinator, Darrel Seifert, dseifert@umsi.us, 307.365.4412
- Brian Terrel, PLS, bterrell@umsi.us, 720.230.0780
- Principal Engineer, Phil Meis, P.E., pjmeis@umsi.us, 406.552.0883

If required, a monthly progress report will be prepared by the project manager and submitted via email to Client project management to document the SUE investigation. During the project time frame UMS project management staff members can be available to meet in person with Client project management for any urgent reason. Cell phone numbers for all of the UMS project management team members will be available to the Client should immediate communication be desired.

Section 6 - Project Schedule

UMS can typically begin work within two weeks of receiving notice-to-proceed (NTP). Based on assumed conditions identified in this scope of work, the following is the estimated project schedule:

- The initial effort will consist of reviewing survey control data provided by the Client, compiling field book and note sheets, and scheduling the field crew. The completion date of these activities will be dependent on receipt of the survey control data.
- Initial field operations are estimated to require approximately 1 day. Should any lineal EM anomalies be encountered during the investigation, an additional 1 day effort for the survey crew will be required to complete the location survey. Field operations will generally begin shortly after the survey control data has been reviewed by UMS. However, the actual start date will be dependent on the field crew schedule at time of NTP.

- Final submittals will require one to two weeks after the field work has been completed to include CADD drawing and utility database preparation, along with completion of QA and discrepancy resolution efforts.

UMS, at its own discretion, may assign different personnel to perform tasks specified within the work scope and estimate based on staff availability and project schedule.

Appendix A

SUE and the ASCE/CI 38-02 Standard Guidelines

Data collection activities will follow ASCE/CI *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data* (Standard ASCE/CI 38-02, Construction Institute of the American Society of Civil Engineers, Reston, VA, 2002, 20 p). Perhaps the most significant contribution of the ASCE/CI standard is the development of a formalized procedure for qualifying and designating the general quality of the depicted individual facilities. Table below summarizes the four quality level (QL) definitions included in the ASCE/CI standard. Included with the definitions are comments on the relative positional accuracy for the corresponding quality levels.

Adherence to ASCE/CI depiction standards along with the use of records research, geophysical methods, vacuum excavation, and engineering survey combined in a phased approach and guided by professional judgment, has often been referred to as Subsurface Utility Engineering (SUE). In proper context, SUE, or more recently simply referred to as “Utility Engineering”, is a rather complex and important series of engineering tasks, procedures and associated responsibilities established to manage risk, promote efficiency, and reduce costs; the utility mapping and designation of quality levels, in fact, provides the data set with which the utility engineering process begins. In a broader sense, utility engineering involves utilizing the qualified utility data sets to conduct the following engineering activities:

- systematically identify, itemize, and define apparent conflicts between proposed designs and existing utilities;
- optimize design development and mitigate utility conflicts;
- identify and accommodate other infrastructure, planned betterments and new installations;
- conduct effective utility coordination in which resolutions to conflicts are derived that serve the best interests of the public and all stakeholders involved;
- develop construction plans and bid documents which concisely identify and provide details of outstanding conflicts for construction planning, bidding, and execution; and
- encourage value engineering and mitigation of cost implications to all infrastructure systems which provide service to commerce, government, and the general public.

Protocols for SUE / utility engineering as established by the Federal Highway Administration (FHWA) and the applicable state DOT will be followed for this project. The SUE process utilizing the ASCE/CI 38-02 standard guideline for acquiring and depicting existing utilities provides a framework to obtain and represent the requested utility information in a pragmatic and cost effective manner.

ASCE quality levels (QLs) for depicting facilities in accordance with SUE protocol.

QL	Description	Resulting Positional Accuracy and Data Completeness
D	Information derived from existing records or oral recollections.	Data may be completely erroneous. Only the records indicate the utility is somewhere.
C	Information obtained by surveying and plotting visible above ground utility features and by using professional judgment in correlating this information to available records and QL D information. QL C is usually used to map non-conductive pipes, deep utilities, or when EM signal interference and distortion is too significant.	Positional accuracy of surface features is to within 0.1 feet; however, alignments between surface features is to schematic levels, providing general direction of alignment. Typically, according to FHWA studies, 15% to 30% of the utility data may be erroneous or missing.
B	<p>Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL B data should be reproducible at any point of their depiction using surface geophysical methods. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.</p> <p>However, only the point of peak signal is mapped; consequently, while a QL B point can be reproducible using geophysics, the signal can be distorted due to the superposition of EM fields from adjacent conductors and not lie horizontally above the target. Experienced SUE operators help identify and mitigate these issues. However, QL A data is recommended for design / construction work to be performed in the immediate proximity of QL B depicted utilities to provide definitive positional accuracy.</p>	<p>Positional accuracy statement with confidence level is not feasible unless electromagnetic (EM) fields are completely mapped and statistical analysis is used to derive alignments from the linear anomalies; in addition, sufficient ground truth sampling (e.g., test holes) is required. This level of geophysical survey and analysis effort required is often not practical or cost effective. In practice, experienced SUE designators can determine utility alignments reasonably well. Professional judgment is exercised to distinguish incidents of “bleed-over” and when apparent alignments don’t make sense. Available utility records are compared with field findings to confirm completeness of the QL B data. QL B rating, as a rule of thumb, is generally estimated to +/- 1 foot horizontally for utilities less than 5 feet deep. Inductive electromagnetic signals diverge spherically, which is to say deeper targets have broader and weaker peak inductive signals; consequently horizontal accuracy degrades with depth. Utilities over 10 feet deep are very difficult to position horizontally using standard inductive equipment. Vertical accuracy cannot be reliably derived using EM inductive methods as computed depths are often inconsistent and can be highly misleading unless regular ground truth (i.e. test holes) are available to confirm accuracy.</p>
A	Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. With QL A observations, a relatively precise horizontal and vertical depiction, as well as other utility attribute data, are shown on plan documents. Accuracy is typically about 0.1 feet vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner and as limited by the survey equipment and methodology used to perform the measurement.	<p>This is the only QL to which a positional accuracy statement might be made. QL A is as accurate as the reference horizontal and vertical control accuracy will permit and the methodology used to make the measurement and derive the coordinates. Note that in some cases involving inverts, direct measurements may not possible; consequently, QL A designation can only indicate that a relatively accurate position has been determined on the subject facility at that discrete location.</p> <p><i>In some cases an apparent minimum depth of clearance is provided. This is not QL A data as the utility has not been exposed. The utility apparently lies in line with the test hole, but is deeper than can be reached via vacuum excavation based on the detected geophysical signal. However, the minimum depth data is provided for informational purposes for planning consideration.</i></p>

By ASCE/CI 38-02 definition, utility record data is classified as quality level (QL) D and will cause inconsistent and erroneous interpretation due to the following: 1) utilities are inaccurately positioned and in reality may or may not pose as an issue for proposed construction; 2) utility installations may vary due to recent improvements or changes and may not be properly documented; 3) some existing facilities may not be reported or identified and are missing from the data set; and 4) incomplete or inaccurate records can likewise cause misleading and erroneous field markings by third party contract locators or utility owner field personnel. In addition, buried unknowns can cause deceptive geophysical phenomena and interference which severely alter induced current flow and distort corresponding electromagnetic fields; these issues commonly occur, are difficult to detect and decipher, and greatly complicate detection and interpretive efforts. Consequently, ASCE/CI 38-02 standard guidelines were developed to overcome these problems and permit systematic upgrading of utility data designation to QL C, B, and A to facilitate subsequent design, conflict resolution engineering, and utility coordination work. The ASCE/CI 38-02 guidelines require:

- calibrated geophysical prospecting methods performed by qualified, experienced field personnel;
- methodical field investigation and verification practices;
- research and field identification of installation type, size, and material;
- land survey methods to accurately tie data to project coordinates;
- supplemental field and records investigation to prevent overlooked facilities;
- quality assurance review that includes owner written confirmation of depicted facilities; and
- a qualified registered professional engineer of record who thoroughly understands geophysical theory, has experience with all issues and pitfalls associated with mapping buried infrastructure, directly oversees the effort, and is directly accountable for all aspects of the work product.

Limitations

Professional subsurface utility engineering services are to be performed in accordance with generally accepted engineering principles and practices at this time. Adherence to ASCE/CI 38-02 standards and good practices by experienced utility engineering personnel typically ensures development of a very good data set; practical restrictions in budget, schedule, access and equipment, however, can limit acquisition and interpretation efforts. The Phase 1 effort retraces detectable utility alignments within the project area to obtain QL B data wherever possible, collating information from records obtained from the utility owners, and relating records with observable surface features. A possibility will always exist that abandoned, forgotten, non-detectable or undocumented utilities are not mapped using standard SUE procedures previously described. Utilities possessing characteristics mentioned below can be overlooked while following standard SUE investigative procedures:

1. Utilities without apparent records available, without apparent surface features, and not detected through standard search procedures.
2. Utilities with records which are illegible or incomplete.
3. Utilities that are inaccurately reported or inaccurately represented by the owner as lying a significant distance from the true position.

4. Abandoned utilities lacking records and apparent surface features, and are not detected through standard search procedures.
5. Utilities buried excessively deep (as a rule of thumb, utilities located deeper than 10 feet), beyond detection limits of standard designating equipment and standard vacuum excavation equipment.
6. Non-conductive utilities buried in clay soil and lacking apparent surface features.
7. Individual utilities in a common trench. Designating of common trench utilities can be difficult due to EM signal bleed over and difficulties in separating EM signals. Cathodic Protection connections between individual pipelines also increases the difficulty of determining individual pipe alignments.
8. Facilities installed subsequent to the utility designating field investigation effort.

A pragmatic effort will be made to systematically designate and depict buried utilities within the corridor to the extent practical for the authorized project budget and schedule. UMS must be kept advised throughout the design process to: 1) assess subsequent verbal accounts or record evidence on infrastructure which do not agree with or contradict the submitted data set; 2) evaluate designer evaluation and usage of the qualified and depicted utility data, especially QL C and D data; and 3) provide recommendations for further utility investigations as deemed prudent.

Final utility plans are for design purposes only and reflect subsurface utility conditions at the time surveyed. Existing utility locations depicted on the plans do not supersede statutory mandates including Call 811 notification; the contractor shall call 811 two business days prior to construction and obey mandates as required by law. The Client and UMS should be notified of any discrepancies between the utility designating results and 811 notification markings, and caution shall be used by the contractor until discrepancies are resolved.

Contractor shall call the utility notification service (Call 811) before excavating as required by Law.

Utility Mapping Services, Inc.

Cost Proposal for Visual Inspection and Passive EM Sweeping

Project: **Logan County Bridge**UMS Project No: **11247.1**Date: **March 1, 2019**Owner: **Logan County**Contact: **Steve Kaye, P.E. LEED AP**Address **2000 South Colorado Blvd., Suite 6000, Denver, CO 80222**Phone/Fax **720.540.6847**Email **skaye@sehinc.com****Utility Engineering: Assuming a one person designating crew for one half day and an engineering surveyor for one half day.**

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	SUE Field Ops. Mgr.	SUE Field Specialist II	SUE Field Specialist I	Staff Engineer	Clerical	Total Hours
1100	Project Preparation and Management, Meetings	2.00	2.00			2.00				2.00	8.00
1200	Records Research										0.00
1300	Mobilization		6.00			6.00					12.00
1400	Field Designating					4.00					4.00
1500	Engineering Survey		4.00								4.00
1600	CADD Development	2.00									2.00
1700	Database Development	1.00				1.00					2.00
1800	QA/QC	1.00	0.50	1.00	0.50	1.00					4.00
1900	Submittal Preparation	4.00		1.00	0.50					2.00	7.50
Phase I Hours		10.00	12.50	2.00	1.00	14.00	0.00	0.00	0.00	4.00	44
Hourly Raw Rates		\$ 43.09	38.46	47.64	47.48	40.00	31.76	19.80	30.90	35.41	
Total Direct Raw Rates		\$430.90	480.75	95.28	47.48	560.00	0.00	0.00	0.00	141.64	1756
Fully Burdened Rates		\$108.80	\$97.11	\$120.29	\$119.88	\$101.00	\$80.19	\$49.99	\$78.02	\$89.41	
Total Burdened Rates		\$1,087.99	1213.86	240.58	119.88	1413.96	0.00	0.00	0.00	357.63	4434
										Total Raw Labor	1756
										Total Labor and Overhead	125.44%
										Fixed Fee	12%
										Labor Costs	4434



Utility Mapping Services, Inc.

15065 W. 44th Ave.

Golden, CO 80403

720.230.0780

www.umsi.usemail: cgreer@umsi.us

Item	Unit	No. of Units	Unit cost	
CADD Station	hourly	2.00	13.00	26.00
Survey Equipment (Trimble R8 RTK GPS)	day	0.50	101.00	50.50
Lodging	day	2.00	94.00	188.00
Per Diem (travel day)	day	4.00	41.25	165.00
Per Diem (full day)	day	0.00	61.00	0.00
Specialty Field Vehicles	mileage	650.00	0.580	377.00
*Traffic Control (does not include flaggers)	day	0.00	1500.00	0.00
Facilities Capital Cost of Money (FCCM)	unit	1823.00	0.009	16.41
			Total Direct Costs	822.91

*traffic control costs are approximate; actual costs will be invoiced.

THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

SUE Phase I Total \$ 5,257



February 26, 2019
(Revised on March 7, 2019)

Steve Kaye, PE,
SEH, Inc.
2000 S. Colorado Blvd. Suite 6000
Denver, CO 80222

**RE: Revised Geotechnical Engineering Services Proposal
Bridge Replacement on County Road 93 over South Platte River
Logan County, Colorado**

Dear Steve:

This letter contains our Scope of Work to provide geotechnical investigation and foundation recommendations for bridge Replacement project on County Road 93 over South Platte River in Logan County, Colorado. We understand that the intent of the project is to replace the recently removed timber bridge with a new concrete bridge. We understand that the replacement bridge will be roughly the same foot print as the original timber bridge, which was approximately 400 feet long, and will be approximately 35 feet wide. The new bridge will most likely have 4 span configuration and the foundation will be on piles. The geotechnical scope of work will be to provide subsurface information, laboratory test results, and foundation design recommendations. The geotechnical work for the project will be in general accordance with the Colorado Department of Transportation (CDOT) standards.

Geotechnical Scope of Work

The proposed geotechnical scope of work is summarized as follows.

- A total of 5 borings will be drilled for the project: 3 borings will be drilled to about 100 feet and 2 borings will be drilled to about 70 feet for foundation design purposes. Geotechnical penetration samples and composite bulk samples will be collected from the borings. Sampling depth will be alternated between adjacent borings.
- We understand that traffic control will not be required for drilling activities.
- Based on geologic mapping, soils in the area are expected to consist mostly of Post-Piney Creek alluvium; a yellowish grey, loose sandy gravel with silt that grades out with depth. Underlying this unit is (Pleistocene age) Broadway alluvium. This unit generally consists of medium to coarse sands, with fine gravels deposited by the South Platte River. The Broadway alluvium generally ranges from 20 feet to 40 feet thick and overlies the Louviers alluvium, a reddish-brown well-stratified pebbly to bouldery alluvium near the South Platte River. The depth of the filled channel cut into bedrock can be up to 200 ft thick. Bedrock is Pierre Shale; dark-grey marine calcareous silty shale or claystone, shaley sandstone, and sandy shale. Claystone beds are known to have some swell potential locally.

- Due to its proximity to the South Platte River, we anticipate that groundwater will be encountered within the top 10 feet of existing ground surface.
- We anticipate the field work will be completed within 7 business days.
- Right of Way (ROW) access permits will be obtained through the Logan County and/or CDOT.
- We will assist the drilling contractor with UNCC utility locates prior to drilling.
- The exploratory borings will be drilled using an All-Train-Vehicle (ATV) mounted drill rig with 4¼-inch inside diameter hollow-stem augers. We will also take measurements of groundwater level and depth to bedrock when encountered.
- The borings will be backfilled using make-up sands and auger cutting and compacted with the weight of the drill rig.
- Soils (and bedrock if encountered) will be sampled with modified California and split spoon samplers using procedures similar to ASTM D1586.
- A laboratory testing program will be conducted to evaluate the engineering classification, strength, compressibility or swell characteristics, and other engineering properties for the soils/bedrock encountered. Laboratory tests may consist of moisture contents, gradation, liquid and plastic limits, swell compression, pH, resistivity, chloride, redox potential, and water-soluble sulfates.
- The results of the field and laboratory investigations will be evaluated to provide geotechnical recommendations for foundation design. We anticipate that the foundation of the new bridge will most likely be on driven piles (H-piles or pipe piles). Our engineering report will be prepared to summarize at least the following:
 - Introduction and proposed construction conditions;
 - brief review of field and laboratory procedures;
 - site geology, physical description;
 - subsurface conditions encountered (soils, and groundwater);
 - results of laboratory testing;
 - geotechnical recommendations for bridge foundations design which may consist of providing geotechnical capacities of piles at different subsurface depths.

Proposed Schedule and Fee

We will initiate field activity within 10 working days of notice-to-proceed, with the initial item being ROW permit application to the Logan County and/or CDOT. After the permit is approved and received, the borings will be staked, and utilities cleared. We estimate that our drilling program will require about 7 business days.

Our proposed not to exceed fee to conduct the field work, laboratory testing, engineering analyses and report preparation, are estimated at **\$39,194.80**, as summarized on the attached Table 1. This fee will not be exceeded without prior authorization.

A draft report should be available within about 10 weeks after notice to proceed. Specific times may vary somewhat if weather conditions or permitting issues delay our work. In any case, we will keep you informed of our progress and any available information.

We look forward to working with you on this project and thank you for the opportunity to provide this scope and fee. If you have any questions or if we can be of further service, please feel free to give me a call at (720) 772-0161.

Sincerely,

GEOCAL



Nur Hossain, Ph.D., P.E.
Senior Project Manager

Enclosure: Table 1 Cost Estimate for Geotechnical Services

NH/P19.1908.029

Table 1 - Cost Estimate for Geotechnical Engineering Services
Logan County Bridge Replacement on County Road 93 over South Platte River
Logan County, Colorado

Geocal, Inc.: 3/7/2019; P19.1908.029. Geocal Field Engineering & Drill Supervision from Centennial; drilling sub-contractor from Denver

Scope: (1) Drill a total of 5 borings: 3 borings will be drilled to about 100 feet and 2 borings will be drilled to about 70 feet for foundation design purposes. (2) Laboratory tests will include moisture contents, gradation, liquid and plastic limits, swell compression, pH, resistivity, chloride, redox potential, and water soluble sulfates. (3) Design recommendations for the bridge foundations will be provided for the project.

Item	Unit	Quantity	Unit Price	Amount
Field Engineering, Pre-Drill				
Pre-work Meetings with SEH Inc, CDOT/Logan County	Hour	4	\$ 184.00	\$ 736.00
Arrange construction of site specific traffic/speed control plans in prep for permit applications.	Hour	1	\$ 97.00	\$ 97.00
Construct project-wide kmz file (Google Earth) for all borings to support permit applications, location marking, utility clearances, drill planning & agency notifications.	Hour	2	\$ 97.00	\$ 194.00
Stake borings + select alternates & conduct site operational recon: Assumes one site visit	Hour	10	\$ 97.00	\$ 970.00
Coordinate with Drill Contractor to clear utilities thru UNCC. Assumes no follow-up meets.	Hour	1	\$ 97.00	\$ 97.00
Mileage (360 mi RT)	Miles	360	\$ 0.58	\$ 208.80
Drilling Supervision & Directly Related.				
Drilling supervision, log borings, cleanup	Hour	65	\$ 97.00	\$ 6,305.00
Round trip travel (in 2 trips)	Hour	6	\$ 97.00	\$ 582.00
Mileage (360 mi for 2-RT + 20 mile/day local travel)	Miles	560	\$ 0.55	\$ 308.00
Per diem & Lodging (\$94/night for lodging & \$55/night for per diem)	Each	6	\$ 149.00	\$ 894.00
Sub-Contracted Drilling Costs. Billed at cost.				
Utility ticketing (excludes staking & follow-up meets) admin charge.	LS	1	\$ 200.00	\$ 200.00
Mob/demob - hourly rate (in 2 trips)	Hour	12	\$ 175.00	\$ 2,100.00
Rig drilling (hollow stem auger) with ATV rig.	Hour	65	\$ 180.00	\$ 11,700.00
Per diem & Lodging for a 2-man crew(\$94/night for lodging & \$55/night for per diem)	Each	12	\$ 149.00	\$ 1,788.00
Geotechnical Laboratory Testing (Geocal)				
Gradation	Each	15	\$ 90.00	\$ 1,350.00
Liquid & Plastic Limits	Each	15	\$ 85.00	\$ 1,275.00
Swell/Consolidation	Each	2	\$ 110.00	\$ 220.00
Water Soluble Sulfate (concrete corrosion)	Each	5	\$ 60.00	\$ 300.00
pH, resistivity, chloride, and Redox potential	Each	3	\$ 200.00	\$ 600.00
Report Preparation				
Graphics/AutoCAD - locations, logs, data plots	Hour	21	\$ 78.00	\$ 1,638.00
Field Engineer/Geologist	Hour	6	\$ 97.00	\$ 582.00
Project Engineer analyses, foundation design & report prep	Hour	42	\$ 126.00	\$ 5,292.00
Project Manager/Senior Engineer - technical issues, report preparation, meetings, drilling program	Hour	7	\$ 184.00	\$ 1,288.00
Principal Engineer - quality review	Hour	2	\$ 235.00	\$ 470.00
Estimated Geotechnical Total:				\$ 39,194.80

ASSUMPTIONS: CDOT/Logan County will not assess permit-related charges to access the ROW.

DARCY A. TIGLAS
5015 Swainsona Drive
Loveland, Colorado 80537
970-635-9183 (H)
970-222-2151 (C)

April 3, 2019

Mr. Steve Kaye
SEH
Colorado Tower One, Suite 6000
2000 South Colorado Blvd.
Denver, Colorado 80222

RE: Proposal for Environmental Services for the LOG93-60.5-243 Bridge Construction Project in Logan County on the South Platte River near Sterling, Colorado

Dear Mr. Kaye:

This letter serves as a proposal for environmental services needed to comply with Federal Highway Administration, overseen by the Colorado Department of Transportation (CDOT), requirements for the construction of a bridge on the South Platte River in Logan County northeast of Sterling, Colorado. Additionally, Federal and state agency requirements are needed for this project and are detailed below.

Initial Site Assessment Form #881: I understand the scope of work for completion of the ISA form (CDOT Form #881) would include:

- ASTM Standard Environmental Record Search via GeoSearch to determine if any hazardous materials exist in the project area;
- Ground reconnaissance of project area to determine if there are any potential environmental concerns on the immediate project area or directly adjacent to the project area; and
- the completion of the ISA Form.

Cost: \$1,500.00

Wetlands/Waters of the United States: The South Platte River is a jurisdictional Waters of the United States (WOUS) and any associated wetlands are protected under Section 404 of the Clean Water Act and subject to permitting. I understand that the scope of work for the wetland delineation would include:

- ground reconnaissance of the project area;
- determination of wetlands at project area, including plant species lists, hydric soils determination, and wetland hydrology presence and other findings identified in the High Plains supplement;
- photograph wetland communities, if present, at the project area;

- prepare report of results of the wetland delineation or WOUS determination; and
- submit report to SEH and the U.S. Army Corps of Engineers (COE).

Cost: \$1,300.00

404-Wetland Permit: The proposed crossing of the South Platte River will require the obtainment of a 404-Wetland Permit, likely a Nationwide #14 for Linear Crossings. I understand the scope of work for this task would include:

- Field reconnaissance of the project site;
- Preparation of permit request document, including a Pre-Construction Notification (PCN) packet, for the project site; and
- obtain the permit for the project site and provide the permit to SEH.

Cost: \$1,500.00*

***If the expected project impacts change and an Individual Permit or on-site mitigation planning is required, a new cost proposal for those tasks will be completed. At this time, a Nationwide Permit without on-site mitigation is expected to cover the proposed project.**

Sensitive Species: As part of the PCN submittal for the 404-wetland permit to the COE, a sensitive species evaluation will be needed. All species identified on the USFWS IPaC database for the property will be evaluated for potential impacts from the proposed project. I understand the scope of work for this task would include:

- ground reconnaissance of the project area;
- preparation of a Habitat Evaluation document including all species identified on the IPaC list including Federal, State, and USFWS sensitive species. This evaluation will include the species identified by CDOT that occur downstream of the project site along the South Platte River; and
- submission of the document to the COE for consultation with the USFWS as part of the PCN.

Cost: \$1,500.00

Birds-of-Prey: Nesting raptor surveys of the riparian corridor at, near, and adjacent to the project area would be prudent to determine if any raptors nest in this area and would be impacted by the proposed development project. I understand the scope of work for this task would include:

- At least three windshield surveys with visual assessment of any mature tree habitat within the project area to identify stick nests supporting migratory birds, particularly birds-of-prey;
- Preparation of a report of the survey findings; and
- If nesting birds-of-prey are present, propose a timing restriction or buffer zone limit for the tree removal.

Cost: \$3,000.00

SB40 Certification: Senate Bill 40 (33-5-101-107, CRS 1973 as amended) or SB 40 Certification requires any agency of the state to obtain wildlife certification from Colorado Parks and Wildlife (CPW) when the agency plans construction in "...any stream or its bank or tributaries..." Although Senate Bill 40 (SB40) emphasizes the protection of fishing waters, it does acknowledge the need to protect and preserve all fish and wildlife resources associated with streams in Colorado. I understand the scope of work for the completion of the SB40 Certification portion of the CatX checklist will include:

- Consultation with the Colorado Parks and Wildlife officer for the Sterling Area;
- Preparation of the document identifying the fisheries or wildlife issues and potential impacts to these species and any mitigative measures needed to assure the protection of the species and their habitats; and
- Consult with the project engineer to assure the mitigative measures are added to the final plan set.

COST: \$1,500.00

Noxious Weed Survey and Report: The Colorado Department of Agriculture has compiled a list of Colorado's noxious weeds and categorized them for eradication, to stop the continued spread of, or to provide additional education, research, and biological control resources. They have also identified those species determined to pose a potential threat to the agricultural productivity and environmental values of the lands of the state. I understand the scope of work for the noxious weed survey and report portion of the CatX checklist will include:

- Field reconnaissance of the proposed project area and adjacent areas;
- Compilation of a noxious weed list; and
- Prepare a report identifying any noxious weed A, B, or C list or Watch List species observed during the field reconnaissance.

COST: \$1,200.00

Wetland Finding Report: A Wetland Finding Report is required for projects with 500 ft² or more of permanent impacts or 1,000 ft² or more of temporary and permanent combined impacts. Depending on the final project area boundaries for the bridge construction and bridge demolition project and the potential for impacts to the South Platte River, a Wetland Finding Report would be prepared if needed. I understand that the scope of work for the Wetland Finding Report would include:

- Preparation of a document to identify the total permanent and temporary impacts to wetlands and Waters of the United States within the project area; and
- Recommend the suitable options for mitigating the impacts to wetlands and Waters of the United States for the project to meet the "Zero Loss" policy of projects funded by the Federal Highway Administration, overseen by the Colorado Department of Transportation.

COST: \$4,500.00

Cultural Resources: Two cost estimates for the project in relation to cultural and historic resources are presented below. One estimate assumes that no archaeological field survey and report would be required and the other assumes that an archaeological field survey and report would be required. This determination would occur at the CDOT/Logan County project kick-off meeting.

The scope-of-work for this task assumes the APE for direct impacts is to be 1,000 x 400 feet or ~9 acres. The project area adjoins three parcels, two of which contain buildings that are more than 50 years old (see attachment). A preliminary search of the SHPO database on *Compass* (3/31/19) reveals that no formal surveys have been conducted in the project area, but the former bridge (5LO.433) was recorded by Fraser Design in 2002, and officially determined not eligible for the NRHP. A cultural resource update form, reporting the changed and current condition of the former bridge will be prepared.

The project area contains a segment of Logan County Road 93, which would have to be recorded (1 data management & 1 linear component form). The two parcels that contain buildings greater than 50 years also would require recordation (2 architectural inventory forms), following standard CDOT procedures. The recording of the road segment and buildings would require archival research in Sterling (county offices, abstract title company & local museum) in addition to site visits.

COST: Cultural/Historic Resources Survey and Report without archeological field survey and report: \$6,487.00

If an archaeological field survey needs to be undertaken, the field survey and preparation of a Limited-Results survey form would be required. This estimate below assumes that no archaeological sites (or more than 4 isolated finds) would be encountered during the survey. If an archaeological site is found or more than 4 isolated finds are observed within the survey boundaries, different reporting requirements would be needed and a revised scope-of-work for this additional work would be undertaken.

COST: Cultural/Historic Resources Survey and Report plus Archeological field survey and report: \$7,100.00

Kickoff, FIR, and FOR Meetings: Several meetings with Logan County and CDOT Region 4 can be expected. These include the kickoff meeting, the FIR meeting, and the FOR meeting. If these occur at the CDOT Region 4 office near Greeley, the travel time and distance will be minimized, but, if the meetings occur in Logan County, the travel time and distance will increase. Mr. John Hoffecker and I would plan to attend these meetings. Below please find the costs for each option.

- Kickoff, FIR, and FOR meetings occurring at the CDOT Region 4 office for both Mr. Hoffecker and Ms. Tiglas: **\$1,800.00**
- Kickoff, FIR, and FOR meetings occurring at the Logan County office for both Mr. Hoffecker and Ms. Tiglas: **\$3,800.00**

The cost estimates above include tasks outlined above and drafting, review, and other direct costs related to each task. Surveying and any GIS related maps would be provided by the engineer or the County. If you have any questions or require additional information, please feel free to call me at 970-222-2151.

Sincerely,

A handwritten signature in cursive script that reads "Darcy A. Tiglas". The signature is written in dark ink and is positioned above the printed name and title.

Darcy A. Tiglas, Biologist
Tiglas Ecological Services



WESTERN STATES

Land Services, Inc.

Acquisition and Relocation Specialists

505 North Denver Avenue

Loveland, Colorado 80537

(970) 667-7602 • Metro (303) 938-1414

March 26, 2019

Steve Kaye, PE, LEED AP
Senior Structural Engineer
SEH
2000 S. Colorado Blvd. Suite 6000
Denver, CO 80222

Re: Scope and Cost Proposal – Right of Way Acquisition
Logan County Bridge Project along County Road 93

Dear Steve,

Pursuant to your recent request this letter is to set forth a scope of services for our work and establish a cost to perform same for the above referenced project.

PROJECT DESCRIPTION

Logan County is preparing to replace an existing bridge at County Road 93 over the South Platte River. Logan County is receiving Federal Aid administered through the Colorado Department of Transportation (CDOT) and therefore the right of way acquisition necessary for this Project must adhere to the Federal Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as Amended (Public Law 91-646). Information provided to Western States indicates that the right of way will include 3 temporary construction easements from 3 separate ownerships and a potential of 2 additional fee purchases from 2 of the same ownerships east and west of the bridge along County Road 93.

It is our understanding that the County intends to use its own funds to acquire the necessary real estate interests and therefore Administrative Settlements approved by CDOT will not be necessary. Although it is necessary to comply with the provisions of the Federal "Uniform Act," we anticipate that there will be no physical relocations associated with the Project. It is our understanding that SEH and the County will provide all surveying and engineering services necessary to accommodate the right of way acquisition process, including field staking as necessary.

SCOPE OF SERVICES

Our services will conform and are subject to the Conditions of Services attached hereto. In order to conduct the acquisitions for this Project, according to standards provided by Weld County, and the Uniform Act, Western States will perform the following:

1. **Right of Way Plans Coordination**
Western States will interface with the County staff, engineer, surveyor and CDOT as necessary to ensure that approved right of way plans have been established prior to initiation of the acquisition activities. In that regard, as necessary, we will provide additional coordination efforts with the Project title provider and, if necessary, appraiser. Along with the approved right of way plans, we will track the completion of appropriate legal descriptions to be used for the acquisitions.
2. **Title Research and Commitments**
Western States anticipates that SEH/Logan County will provide for title research and commitments through a local title company. At the request of SEH and the County, Western States will coordinate with the title company as necessary. As the title work is completed, Western States will coordinate with the title company to ensure that all appropriate parties are provided with the necessary title work in order to complete the right of way plans and initiate the acquisition process.
3. **Appraisal Reports & Waiver Valuations**
The right to obtain an appraisal will be provided to the property owners, pursuant to CDOT standards. In the event it is determined independent appraisals are needed, it is our understanding that it will be necessary to utilize the services of a contract appraiser from the pre-approved CDOT appraiser's list. For any such appraisals, it will be necessary to obtain an appraisal review from a CDOT pre-approved Review Appraiser. If a parcel does not exceed \$10,000.00, then Western States can prepare a Waiver Valuation/Value Finding in a standard CDOT format. Upon completion of the right of way plans and the final determination of necessary property acquisitions, Western States will coordinate with SEH/County as to the preparation of appraisals or waiver valuations, as necessary and coordinate the approval of same with CDOT. In the event that any parcel is \$10,000.00-\$25,000.00 an appropriate Release of Appraisal requirement will be requested.
4. **Notice of Interest letters and associated documentation**
Western States will develop a proposed format for the formal Notice of Interest letter and accompanying documentation for initiation of the formal negotiation process. These letters will be modified as necessary dependent upon the estimated value of the specific right of way parcels to be acquired and the need to acquire the right of way parcels by negotiation or donation. Western States will review the format for these documents with SEH/County as necessary to ensure that all documentation is compliant with County and Uniform Act standards prior to presentation to the subject property owners.

5. Offers and Negotiations

At such time as any necessary valuations are completed and approved by the County, Western States will prepare Offer letters using documentation approved by Logan County and CDOT. Western States will conduct negotiations in an effort to reach a mutually agreeable settlement with the subject property owners and subject to the County's and CDOT's standards and procedures. The aforementioned Offer shall include presentation of Agreements and associated attachments in a form approved by the County and CDOT. Upon acceptance of any such Agreements by the subject property owner(s), the executed documents will be returned to the County's Senior Right of Way agent for processing along with an executed IRS form W-9.

6. Taxes, Liens and Encumbrances

Once the title commitments referenced above have been completed, Western States will review with all necessary parties the need to obtain clearance of title to any of the subject properties. To the extent reasonable and practical, Western States will work with the property owners and Title Company to attempt to obtain clear title. Depending on the complexity of the liens and requirements of the lien holders, it may not be feasible or necessary to obtain releases of all financial encumbrances and the details of these will be reviewed on an individual basis with the appropriate project participants in order to determine a proper course of action.

7. Closings

Upon obtaining executed Agreements, the documentation will be forwarded to the County for final review and approval. Executed IRS W-9 forms will accompany the signed documents from the property owner in order to facilitate payment requests. Upon the County's acceptance of the executed Agreements, we can act as the agent in delivering payments to the property owners and obtaining standard Closing Statement and Receipts or if title insurance is required, they can be closed through a title company. We will either record the deeds ourselves or coordinate that through the title company.

8. Eminent Domain

In the event an impasse is reached in the negotiations for the right of way required for the Project, pursuant to County and CDOT negotiations requirements, Western States will prepare and submit a Final Offer to the property owner(s). In the event the property owner fails to agree to the terms of the Final Offer within 15 days, a completed file will be forwarded to the County's Senior Right of Way Agent for consideration of proceedings under eminent domain. The file will include a chronological list of all contacts, whether written or verbal and include copies of all documents previously delivered to the owner. As necessary, the appropriate representatives of Western States Land Services, Inc. involved in the specific negotiations will be available to attend immediate possession hearings necessary to grant possession of the necessary property to the County.

ESTIMATED COSTS OF SERVICES

In order to conduct the services identified above, we have compiled the following estimate based on 3 temporary construction easements and separate cost if 2 fee purchases need to be acquired from the 2 parcels east and west of the bridge. It should be noted that this estimate is predicated in large part on a cooperative relationship with the subject property owners and the project co-consultants and participants. A primary consideration for Western States in estimating its

potential work efforts includes the number of individual property ownerships with which it must negotiate. For this Project, we anticipate that there will be 3 property ownerships for the bridge at County Road 93 with which Western States will engage in negotiations. Western States intends to utilize staff from its Loveland office to accomplish this work. The following is our brief estimate of potential costs for this project based on the release of all acquisition parcels at the same time:

Cost for 3 Temporary Construction Easements:

Supervisor/Agent (140 hours x \$90 per hour)	\$12,600.00
Clerical Assistance (25 x \$55 per hour)	<u>\$1,375.00</u>
SUBTOTAL TIME	\$13,975.00

Expenses (mileage, photo copies, postage, telecom, etc.)	<u>\$900.00</u>
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TOTAL FOR BASIC RIGHT OF WAY ACQUISITION SERVICES FOR 3 TCE's (pre condemnation)	\$14,875.00
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Cost for 2 Fee Purchases East and West of the Bridge:

Supervisor/Agent (40 hours x \$90 per hour)	<u>\$3,600.00</u>
SUBTOTAL TIME	\$3,600.00

SUBTOTAL INCLUDING 2 FEE PURCHASES:	\$17,575.00
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Based on the proposed design for this project, we are not expecting that it will be necessary to obtain any appraisal reports or appraisal reviews. However, if it is later determined an appraisal or review is necessary, below are estimated costs for subcontracted appraisal services:

Narrative Condemnation Appraisal	\$6,000/each
Appraisal Review	\$2,000/each

As with all of our work for Logan County, we note that the fees estimated above are not a fixed bid and SEH and the County will be charged only for the actual time and expenses incurred during the conduct of our services. If we complete our work and settlement prior to reaching the cost estimated herein, then the County would not be liable for paying the entire quoted price. We will not exceed the budget established above without prior written consent of SEH/County. In the event condemnation proceedings are necessary or the County prolongs negotiations due to unforeseen difficulties or additional requests, then the costs for Western States associated with those additional efforts may require an amendment to this Cost Proposal and will be charged at the rates as shown on the attached Fee Schedule. We are ready to begin work on this Project as soon as you provide us notice to proceed and a purchase order. This proposal is valid through the end of 2019. Rates are subject to change if this proposal is not accepted by the end of 2019.

Should you have any questions regarding the information contained herein, please do not hesitate to contact me at your earliest convenience

Sincerely,
WESTERN STATES LAND SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Phil B. Mazur", is written over a horizontal line.

Phil B. Mazur SR\WA – President
PM/

CC: SEH CONTRACTS FILE

Attachments:

Fee Schedule

Conditions of Services

CONDITIONS OF SERVICES

The following information is provided to the SEH\County to indicate general information and conditions under which Western States Land Services typically performs real estate acquisition services. To the extent that any of the following need to be adjusted in order to meet the SEH\County's needs, we remain available to discuss those points.

A. It is our understanding that the SEH\County will provide the following services and information relative to any project:

1. Complete, pre-approved standard acquisition forms as currently used by the SEH\County, or, in the event the SEH\County requests Western States to prepare forms, SEH\County's legal counsel shall approve all documentation and all final acquisition shall be subject to the SEH\County's final acceptance, either through staff or governmental jurisdiction.
2. Complete descriptions of the project, including plats or adequate drawings, showing the relationship of the takings to the overall properties.
3. All necessary advice and information regarding
 - a) SEH\County policies and procedures
 - b) Specific Project design and parameters
4. Legal services, as necessary, to provide advice and policy pertaining to the following:
 - a) Document Preparation
 - b) Good faith negotiations
 - c) Condemnation activities
5. Appraisal, title and engineering/survey services as required by the Project parameters

B. It is understood that Western States may not be able to obtain, for whatever reason, the voluntary consent of the parties with whom we are negotiating on behalf of the SEH\County and relative to the project.

Services and costs do not include any time or effort expended beyond impasse in negotiations and specifically do not include time and expenses involved with condemnation proceedings necessary to acquire any land rights.

C. Western States shall not be responsible for any errors determined in data furnished by other parties, including title reports and commitments, legal descriptions, appraisals and related documents. Discovery of any error may require an amendment to this proposal.

D. Payment of negotiated considerations for easements and fee purchases, title company commitments and insurance, including research, closing fees and fees required for obtaining necessary agreements and releases from secondary parties (i.e., financial interests/mortgages)

shall not be the responsibility of Western States and are not considered a part of the cost of services.

E. In the event any property owners are not available to be contacted regarding the negotiations contemplated hereunder, such lack of availability beyond the control of Western States may necessitate an amendment to this proposal.

F. Any determination based on law and/or court order, which necessitates that negotiations must be continued beyond impasse in negotiations reached by Western States, may necessitate an amendment to this proposal.

G. The content of this Proposal is based in part on that information provided by the SEH\County and the consulting engineer and accompanying documentation and subsequent conversations with staff members of the SEH\County.

H. The estimate of hours to be expended by Western States and the resulting costs are contingent, in part, on Western States having direct control over the scheduling of its personnel, including, but not limited to, scheduling of appointments, etc., with Project personnel, subject property owners and the like.

EXHIBIT A

WESTERN STATES LAND SERVICES, INC. FEE SCHEDULE

CALENDAR YEAR 2019

HOURLY *

Project Mgr / RE Specialist.....	\$90.00
Acquisition / Relocation /GIS Specialist II	\$85.00
Acquisition / Relocation Specialist I	\$75.00
Records Docs. Supervisor.....	\$55.00

EXPENSES

Expenses are charged at actual cost with no surcharge

Vehicle mileage..... Federal Rate (+/- \$.55/mile)
Photocopies.....\$.20/page...Color.@\$.40/page

Tabloid copies/ maps or plats [Varies for color]\$1.00 to \$10.00/page

Direct expenses for items such as postage, telephone, etc. are
charged at actual cost with no surcharge

* There is no surcharge for overtime hours worked
(Daily and monthly rates available upon negotiation)

Red Lion Bridge Fee Estimate

Date Prepared: 4/12/2019

Position	Project Coordinator	Project Manager	Senior Roadway Engineer	Senior Water Resources	Water Resources PE	Water Resources EIT	Bridge PE	Bridge EIT	CAD Designer	Accounting	Survey Lead	ROW Plans Lead	Surveyor				
Project Billing	\$ 228	\$ 193	\$ 180	\$ 211	\$ 149	\$ 103	\$ 113	\$ 100	\$ 129	\$ 122	\$ 141	\$ 91	\$ 129				

1 - Project Management

Subtask	Title																
A	Meetings (15)	20	100												\$ 3,500		
B	Communication/Correspondence		20														
C	Invoicing, reports, budget manage		20							20							
	Subtotals	20	140	0	0	0	0	0	0	20	0	0	0	0	\$ -	\$ 3,500	180 \$ 37,449

2 - Data Collection

Subtask	Title																
a	Design Criteria Memo		1	2		2		4									
b	Topographic Survey		2		2						4		70		\$ 2,500		
c	ROW Mapping										2		14				
d	SUE		1					2		4				\$ 5,257			
e	Geotechnical Engineering		2					4						\$ 39,195			
	Subtotals	0	6	2	2	2	0	10	0	4	0	6	0	84	\$ 44,452	\$ 2,500	116 \$ 62,499

3 - Preliminary Design (FIR)

Subtask	Title																
a	Engineering Design		10	10	10	100	40	20	30								
b	Reports		10		10	60	20	10	10	12							
c	FIR Submittal		10	4				20	30	60							
	Subtotals	0	30	14	20	160	60	50	70	72	0	0	0	0	\$ -	\$ -	476 \$ 64,530

4 - Final Design

Subtask	Title																
a	Engineering		30		2	100	30	60	100								
b	Floodplain Permitting		2		2	10	10										
c	FOR Submittal		30					40	60	200							
	Subtotals	0	62	0	4	110	40	100	160	200	0	0	0	0	\$ -	\$ -	676 \$ 86,401

5 - Environmental Permitting

Subtask	Title																
a	Army Corps Permit		3											\$ 1,500			
b	Historic Resource Documentation		3											\$ 7,100			
c	Wetland assessment		3											\$ 5,800			
d	Form 128 Documentation		3											\$ 12,500			
	Subtotals	0	12	0	0	0	0	0	0	0	0	0	0	\$ 26,900	\$ -		12 \$ 29,211

6 - ROW Services

Subtask	Title																
1	ROW Plans + Legal Descriptions										30	70			\$ 1,000		
2	ROW Staking												10		\$ 1,500		
3	ROW Acquisition Services		4											\$ 17,575			
	Subtotals	0	4	0	0	0	0	0	0	0	30	70	10	\$ 17,575	\$ 2,500		114 \$ 32,711

7 - Bid Documents

Subtask	Title																
A	Final comment resolution		2					10	10								
B	Bid Documents		10					20	20	50							
C	Final CDOT Documentation		10					30	40								
D	Independent Design Review		2					6	6					\$ 6,080			
	Subtotals	0	24	0	0	0	0	66	76	50	0	0	0	0	\$ 6,080	\$ -	216 \$ 32,211

8 - Engineering Services during bidding and construction

Subtask	Title																
A	Bidding Services	2	6					6	2	4					\$ 300		
B	Pre-Construction		8												\$ 300		
C	Meetings/Site Visits							40							\$ 1,000		
D	Precast Concrete Girder Fab Ins		8					90						\$ 5,000	\$ 1,200		
E	RFIs		8					30	20								
F	Submittals		8					20	10								
	Subtotals	2	38	0	0	0	0	186	32	4	0	0	0	0	\$ 5,000	\$ 2,800	262 \$ 40,360

Project Totals

Subtotals	22	316	16	26	272	100	412	338	330	20	36	70	94	\$ 100,007	\$ 11,300	2,052 \$ 385,371
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PURCHASING POLICY ADDENDUM A

When using federal grant funds, Logan County's purchasing policy avoids acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. See 2 C.F.R. § 200.318.

When using federal grant funds, Logan County awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See 2 C.F.R. § 200.318; See also § 200.213 Suspension and debarment.

When using federal grant funds, Logan County conducts procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. See 2 C.F.R. § 200.319.

Logan County takes all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. See 2 C.F.R. § 200.321.

Adopted May 7, 2019

Effective Period: Until Superseded

Review Schedule: Annual

BOARD OF LOGAN COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Joseph A. McBride, Chairman

Byron H. Pelton, Commissioner

Jane E. Bauder, Commissioner

Logan County Government Grant Application and Administration Policy

This statement of Policy shall be applicable to any grant application submitted on behalf of Logan County Government.

The Board of County Commissioners generally supports applying for grants to augment tax dollars that benefit the residents of Logan County. The Board of County Commissioners has the sole authority to approve grant applications and resulting grant awards, except as provided otherwise by statute or regulation.

This policy applies to applications for grants that will be used directly for County purposes and grants that will be “passed-through” to other organizations, such as a local non-profit organization. It is imperative that grants be properly administered and closed out to avoid audit problems and repayment obligations. This statement of policy is intended to create a process for the review and approval of grant applications and grant awards, including resulting grant contracts, and outline the responsibilities of various County staff members with respect to the review, approval and administration of grants.

Pre-Application Approval:

1. Except when otherwise authorized by statute or regulation, no grant application shall be submitted to any granting authority on behalf of Logan County until and unless the application has been approved by the Board of County Commissioners.
2. The department applying for the grant will have the responsibility for monitoring any resulting grant activities and responsibilities.
3. Before any grant application is considered by the Board, the initiating department head/agency shall submit a draft of the grant application to the Finance Department and Board of County Commissioners for preliminary review, as well as a written narrative describing the grant program under which the grant application will be made and a statement of the expected benefits to the County and any expected costs to the County, as well as any other pertinent information. Be sure to indicate whether any other department within Logan County may be affected if such grant is awarded – i.e. information systems for computer, software, etc. or possibly building and maintenance if ADA requirements are being required in the grant. The initiating department/agency should also include any written informational materials concerning the grant program.
4. After review by the Finance Department and the Board of County Commissioners, the Board will determine whether the grant application should be approved and submitted for consideration by the granting authority.

Grant Contract Approval:

If a grant is awarded, the Department proposing the grant shall compile and submit the grant contract documents to the Finance Department and County Attorney for review. Upon finalization of all terms of the applicable grant contract, the Board of County Commissioners may approve sign the grant contract during a regular business meeting.

Grant Administration:

If the submission of a grant application and any resulting contract is approved, the Board of County Commissioners may appoint from County staff a Project Director or Administrative Officer to oversee the administration of the grant. The appointee must identify all critical tasks, deadlines and any tasks assigned to outside agencies (in the case of a “pass-through” grant), and oversee that the work required by the grant is properly carried out. When applicable, any matching funds for a grant will be tracked by the department proposing the grant and will only be expended for items that directly correlate to an approved activity identified in the grant proposal. Only allowable costs will be allocated to a grant, and grant funds may only be obligated after the grant contract is finalized. The appointee will assemble and maintain the documentation required for the grant and work with the Finance Department to close out the grant when the work is completed.

The Finance Department is responsible for general oversight and monitoring of the grant receipts and expenditures. Financial monitoring will include revenue, accounts payable, payroll, purchasing, accounting for capital assets, and records management, as specified and required by each individual grant. The accounting system will separate revenues and expenditures for each individual grant and supporting documentation will be maintained for all grant expenditures to the same extent as any other county expenditures. Grant project accounting will be reconciled monthly to ensure all revenues and expenditures are being appropriately coded to the correct grant. Federal grant funds will not be commingled with funds from other Federal grants or other local match money. The Finance Department will retain all project records, as will facilitate an effective audit, for the length of time determined by the requirements of the grant.

Adopted May 7, 2019

Effective Period: Until Superseded

Review Schedule: Annual

BOARD OF LOGAN COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Joseph A. McBride, Chairman

Byron H. Pelton, Commissioner

Jane E. Bauder, Commissioner